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CAVIAR, INC. d/b/a TRY CAVIAR

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 JEFFRY LEVIN, individually and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 v.

15 CAVIAR, INC. d/b/a TRY CAVIAR,

16 Defendant.

Case No. 3:15-cv-01285-EDL

**[PROPOSED] ORDER GRANTING
DEFENDANT CAVIAR, INC. D/B/A TRY
CAVIAR'S MOTION TO COMPEL
INDIVIDUAL ARBITRATION AND
MOTION TO DISMISS**

Date: August 4, 2015
Time: 9:00 a.m.
Dept. Courtroom E – 15th Floor
Judge: Hon. Elizabeth D. Laporte

Date Filed: March 19, 2015

Trial Date: None set

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[PROPOSED] ORDER

Before the Court is defendant Caviar, Inc. d/b/a Try Caviar's ("Caviar") Motion to Compel Individual Arbitration and to Dismiss ("Motion"). Having considered all of the papers filed by the parties and oral argument on Caviar's Motion, the Court finds as follows:

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that Caviar's Motion is GRANTED. The Court finds that a valid and enforceable arbitration agreement exists between plaintiff Jeffry Levin and Caviar, as evidenced by the Courier Terms and Conditions submitted with Caviar's Motion, and also finds that the terms of that agreement encompass the disputes at issue in this litigation. The Court further finds that the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, applies to the foregoing arbitration agreements. The Court therefore orders Levin to arbitrate his claims on an individual rather than class or representative basis pursuant to the Caviar Courier Terms and Conditions.

In light of the Court's finding that all of the claims asserted in this case are subject to a binding arbitration agreement, the Court further finds that it lacks subject-matter jurisdiction. *See Glaude v. Macy's, Inc.*, No. 12-5179-PSG, 2012 U.S. Dist. LEXIS 171418, at *9 (N.D. Cal. Dec. 3, 2012) (citing *AT&T Techs., Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 648–50 (1986)). Thus, all claims alleged in Levin's Amended Complaint are hereby dismissed with prejudice pursuant to Federal Rule of Civil Procedure 12(b)(1).

IT IS SO ORDERED.

Dated: _____

JUDGE ELIZABETH D. LAPORTE